



**AN ORDINANCE**

02-O-1022

**BY TRANSPORTATION COMMITTEE  
(AS AMENDED)**

**AN ORDINANCE TO ANTICIPATE AND APPROPRIATE GRANT FUNDS IN THE AMOUNT OF \$7,037,180.00 FROM THE FEDERAL AVIATION ADMINISTRATION IN GRANT AGREEMENT 3-13-0008-52, COMPENSATION FOR DIRECT COST ASSOCIATED WITH NEW, ADDITIONAL, OR REVISED SECURITY REQUIREMENTS ON OR AFTER SEPTEMBER 11, 2001; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta owns and operates the William B. Hartsfield Atlanta International Airport; and

**WHEREAS**, the Federal Aviation Administration (FAA) hereby announces its intentions, in accordance with the provisions of Public Law 107-117, to provide funds for "grants-in-aid for airports" for reimbursement to airports for direct costs associated with additional or revised security requirements; and

**WHEREAS**, the contribution of the Federal Aviation Administration is for a total of \$7,037,180.00 (100%); and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1:** That the Airport Renewal and Extension Fund Budget, Department of Aviation, be and hereby is amended as follows:

**ADD TO ANTICIPATIONS**

2H21	631101	R21E0904AZ52	Fed. Entitlements	<u>\$7,037,180.00</u>
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**ADD TO APPROPRIATIONS**

2H21	7*****	R21E0904AZ52		<u>\$7,037,180.00</u>
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**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith, be and the same are hereby repealed.

A true copy,

*Rhonda Daughlin Johnson*  
Municipal Clerk, CMC

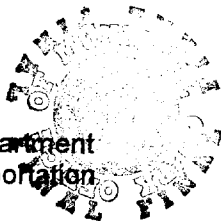
ADOPTED as amended by the Council  
APPROVED by the Mayor

JULY 01, 2002  
JULY 09, 2002



U.S. Department  
of Transportation

Federal Aviation  
Administration



**GRANT AGREEMENT  
Part I – Offer**

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Date of Offer: April 9, 2002

The William B. Hartsfield Atlanta International Airport  
Atlanta, Georgia  
Project No. 3-13-0008-52

TO: City of Atlanta  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation  
Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 18, 2002, for a grant of Federal funds for a project at or associated with the William B. Hartsfield Atlanta International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and  
**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

"Compensation to the sponsor for a portion of the direct costs associated with new, additional, or revised security requirements imposed on the airport operator by the Administrator on or after September 11, 2001"

as more particularly described in the Project Application, and protected as sensitive security information under 49 CFR Part 1520.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the applicable provisions of Public Law 107-117, providing funds for "grants-in-aid for airports" for reimbursement to airports of direct costs associated with additional or revised security requirements, herein called "the Act", and in consideration of (a) the Sponsor's acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the terms and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 100 per centum thereof.

This Offer is made on and subject to the following terms and conditions:

**Conditions**

1. The maximum obligation of the United States payable under this Offer shall be \$7,037,180.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the FAA shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the FAA shall prescribe, and agrees to comply with the terms and conditions which are made part of this grant offer.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 10, 2002, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the FAA as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA. It shall furnish to the FAA, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the FAA.

8. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.

9. It is hereby understood and agreed that:

a. The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Rehabilitation Act of 1973 - 29 U.S.C. 794.

Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.

Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Order 11246 - Equal Employment Opportunity

Executive Order 12898 - Environmental Justice

49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.

49 CFR Part 20 - New restrictions on lobbying.

49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.

49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace(grants).

OMB Circular A-87 - Cost Principles Applicable to Grants and Contracts with State And Local Governments.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations.

- b. The Sponsor assures that It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings, terms and conditions contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- c. The Sponsor agrees it will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and conditions in the grant agreement without the written approval of the FAA, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the FAA.
- d. The Sponsor agrees it shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- e. The Sponsor agrees it shall make available to the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers,

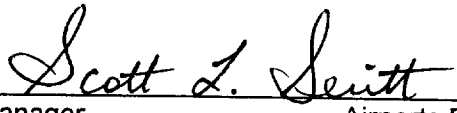


and records of the recipient that are pertinent to the grant. The FAA may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

- f. The Sponsor agrees it will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program.
- g. The Sponsor agrees that none of the costs reimbursed from this agreement can be included in any rates charged to users of the airport and in the event that such costs have been included in rates charged by the airport to users, such rates shall be adjusted to reflect this reimbursement. If rates have been collected, such funds will be refunded to the users of the airport in the same amount as collected.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the terms and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
\_\_\_\_\_  
Manager Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all terms and conditions, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 1<sup>st</sup> day of May, 2002.

City of Atlanta

(Name of Sponsor)

(SEAL)

By

Shirley L. Smith  
(Sponsor's Designated Official Representative)

Title

MAYOR

Attest:

Rhonda Daughlin Johnson

Title:

MUNICIPAL CLERK

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robin Joy Shahan, acting as Attorney for the Sponsor do hereby certify:  
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

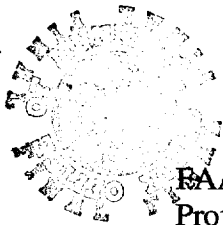
Dated at 3:25 this 1<sup>st</sup> day of May, 2002.

By

M. J. Smith  
Signature of Sponsor's Attorney

Title

Sr. Asst. City Atty



EAA Grant Agreement  
Project No. 3-13-0008-52

**APPROVED AS TO INTENT:**

A handwritten signature in black ink, appearing to be "Mark [unclear]", written over a horizontal line.

Aviation General Manager

**APPROVED AS TO INTENT:**

A handwritten signature in black ink, "Rick J. Anderson", written over a horizontal line.

Chief Financial Officer

**APPROVED AS TO FORM:**

A handwritten signature in black ink, appearing to be "M. [unclear]", written over a horizontal line.

Assistant City Attorney

**RECOMMENDED:**

A handwritten signature in black ink, appearing to be "D. [unclear]", written over a horizontal line.

Chief Operating Officer of Staff

CONSENT I

		07/01/02 Council Meeting
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSE ON CONSENT AGENDA
1. 02-O-0718	34. 02-R-1074	39. 02-R-1076
2. 02-O-1021	35. 02-R-1075	40. 02-R-1077
3. 02-O-1022	36. 02-R-1124	41. 02-R-1078
4. 02-O-1119	37. 02-R-1125	42. 02-R-1079
5. 02-O-1142	38. 02-R-1126	43. 02-R-1080
6. 02-O-0602		44. 02-R-1081
7. 02-O-1013		45. 02-R-1082
8. 02-O-1148		46. 02-R-1083
9. 02-O-0864		47. 02-R-1084
10. 02-O-1017		48. 02-R-1085
11. 02-O-1020		49. 02-R-1086
12. 02-R-1143		50. 02-R-1087
13. 02-R-1104		51. 02-R-1088
14. 02-R-1120		52. 02-R-1089
15. 02-R-1121		53. 02-R-1090
16. 02-R-1122		54. 02-R-1091
17. 02-R-0470		55. 02-R-1092
18. 02-R-0810		56. 02-R-1093
19. 02-R-1182		57. 02-R-1094
20. 02-R-1118		58. 02-R-1095
21. 02-R-1146		59. 02-R-1096
22. 02-R-1177		60. 02-R-1097
23. 02-R-1179		61. 02-R-1098
24. 02-R-1101		62. 02-R-1099
25. 02-R-1102		63. 02-R-1127
26. 02-R-1103		64. 02-R-1128
27. 02-R-1145		65. 02-R-1129
28. 02-R-1134		66. 02-R-1130
29. 02-R-1135		67. 02-R-1131
30. 02-R-1136		68. 02-R-1132
31. 02-R-1176		69. 02-R-1133
32. 02-R-1072		
33. 02-R-1073		



02-0-1022

(Do Not Write Above This Line)

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BY TRANSPORTATION COMMITTEE

AN ORDINANCE TO ANTICIPATE AND APPROPRIATE GRANT FUNDS IN THE AMOUNT OF \$7,037,180.00 FROM THE FEDERAL AVIATION IN GRANT AGREEMENT 3-13-0008-52, COMPENSATION FOR DIRECT COST ASSOCIATED WITH NEW, ADDITIONAL, OR REVISED SECURITY REQUIREMENTS ON OR AFTER SEPTEMBER 11, 2001; AND FOR OTHER PURPOSES.

ADOPTED BY

JUL 01 2002

AS AMENDED

- ☒ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred 6/17/02

Referred To Transportation

Date Referred

Referred To

Date Referred

Referred To

Committee Transportation  
 Date 6/12/02  
 Chair  
 Referred to

First Reading

Committee Transportation  
 Date 6/26/02

Chair

Actions

Fav, Adv, Held (see rev. slide)  
 Others

Members

Refer To

Atlanta City Council President  
 Catherine W. Woodard

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. slide)  
 Others

Members

Refer To

CERTIFIED  
 JUL 01 2002

ATLANTA CITY COUNCIL PRESIDENT

Catherine W. Woodard

FINAL COUNCIL ACTION

☒ 2nd☐ 1st & 2nd☐ 3rd

Readings

☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED  
 JUL 01 2002

Richard Douglas Johnson  
 MUNICIPAL CLERK

MAYOR'S ACTION

CERTIFIED  
 JUL 09 2002

Mayor Frank R. Rosten  
 JUL 09 2002

MAYOR